

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

SHADANA DAVIS

vs.

ALLSTATE PROPERTY AND  
CASUALTY INSURANCE COMPANY

:  
:  
:  
:  
:

Civil Action No.

**NOTICE FOR REMOVAL OF CIVIL ACTION  
FROM STATE COURT**

Defendant Allstate Property and Casualty Insurance Company (“Defendant Allstate”), respectfully petitions for removal to this Court of a state civil action pending in the Court of Common Pleas of Philadelphia County, Pennsylvania, and in support avers as follows:

1. A Complaint was filed on March 26, 2018 by Plaintiff Shadana Davis (“Plaintiff”) against Defendant Allstate which is pending in the Court of Common Pleas of Philadelphia County at No. 180302844. A copy of Plaintiff’s Complaint is attached as Exhibit “A” and incorporated by reference.

2. After Defendant Allstate was served with Plaintiff’s Complaint on or about March 30, 2018, Defendant Allstate ascertained that the damages being claimed exceed \$75,000.00.

3. Plaintiff’s Complaint includes two counts:

- Count One – Breach of Contract which demands judgment for damages in the amount in excess of \$50,000.00; together with interest and costs.
- Count Two – In Trespass which demands judgment for punitive damages, counsel fees and costs, in an amount in excess of \$50,000.00; See Exhibit “A”.

5. The state court where this action is pending is located in Philadelphia County, Pennsylvania, which is embraced within this judicial district.

6. At the time of the filing of this action, Plaintiff was a resident/domiciliary of Philadelphia, Pennsylvania and a citizen of Pennsylvania. See Exhibit “A”, paragraph 1.

7. Defendant Allstate is an Illinois corporation with its principal place of business in Northbrook, Illinois and is therefore a citizen of a state other than Pennsylvania. See Exhibit "A", paragraph 2.

8. A Praecipe to Join a Necessary Plaintiff, Nationstar Mortgage, LLC was filed by on April 19, 2018 by Defendant, Allstate in the Court of Common Pleas of Philadelphia County. A copy of the Praecipe to Join is attached as Exhibit "B" and incorporated by reference.

9. Nationstar Mortgage, LLC Its successors and/or assigns is, upon information and belief, a Texas entity/company with offices located in Springfield, OH.

10. Plaintiff's Complaint seeks damages of at least \$100,000.00.

11. Consequently, the amount in controversy in this matter is certainly in excess of the sum of \$75,000.00, exclusive of interest and costs, such that the amount in controversy and the diversity requirements for federal diversity jurisdiction are satisfied and this court now has jurisdiction over this subject matter under and pursuant to 28 U.S.C. § 1332.

12. This Notice is filed within thirty (30) days of Defendant Allstate's first indication that the damages could exceed \$75,000.00.

**WHEREFORE**, Defendant Allstate Property and Casualty Insurance Company respectfully requests that the statutory requirements, having been met, that the pending state action be moved to this Court.

Respectfully submitted,

By: \_\_\_\_\_

Michael P. Maguire, Esquire  
Attorney ID 83028  
Curtin & Heefner LLP  
1040 Stony Hill Road  
Suite 150  
Yardley, PA 19067  
215-736-2521

Date: April 27, 2018

AFFIDAVIT

I, Michael P. Maguire, Esquire, being duly sworn according to law, do hereby depose and state that I am the attorney for Defendant, Allstate Property and Casualty Insurance Company, the Petitioner in the foregoing Notice for Removal; that I have been duly authorized by the Petitioner to execute this Affidavit; that I am familiar with the facts involved in this matter, and that the allegations set forth in the foregoing Notice for Removal are true and correct to the best of my knowledge, information and belief.



Michael P. Maguire, Esquire

# **EXHIBIT A**

Court of Common Pleas of Philadelphia County  
Trial Division  
**Civil Cover Sheet**

		For Prothonotary Use Only (Docket Number)	
		<b>MARCH 2018</b>	<b>002844</b>
E-Filing Number: 1803057072			
PLAINTIFF'S NAME SHADANA DAVIS		DEFENDANT'S NAME ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY	
PLAINTIFF'S ADDRESS 1044 E. SEDGWICK STREET PHILADELPHIA PA 19150		DEFENDANT'S ADDRESS 2775 SANDERS ROAD NORTHBROOK IL 60062	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NUMBER OF DEFENDANTS 1	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input checked="" type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other:		
CASE TYPE AND CODE 10 - CONTRACTS OTHER			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		IS CASE SUBJECT TO COORDINATION ORDER? YES    NO	
		<b>FILED PROTHONOTARY</b> <b>MAR 26 2018</b> <b>K. EDWARDS</b>	
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>SHADANA DAVIS</u> Papers may be served at the address set forth below.			
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY ANTHONY J. DIULIO		ADDRESS 1617 JFK BLVD SUITE 1270 PHILADELPHIA PA 19103	
PHONE NUMBER (215) 568-2900	FAX NUMBER (215) 568-2901		
SUPREME COURT IDENTIFICATION NO. 312763		E-MAIL ADDRESS adiulio@jwheelerlaw.com	
SIGNATURE OF FILING ATTORNEY OR PARTY ANTHONY DIULIO		DATE SUBMITTED Monday, March 26, 2018, 11:15 am	

**LAW OFFICES OF JONATHAN WHEELER, P.C.**

BY: Anthony DiUlio, Esquire  
Attorney I.D. No.: 312763  
One Penn Center - Suite 1270  
1617 JFK Boulevard  
Philadelphia, PA 19103  
Phone: (215) 568-2900  
Email: [adiulio@jwheelerlaw.com](mailto:adiulio@jwheelerlaw.com)



SHADANA DAVIS  
1044 E Sedgwick St,  
Philadelphia, PA, 19150

COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY

vs.

DOCKET NO.

ALLSTATE PROPERTY AND CASUALTY  
INSURANCE COMPANY  
2775 Sanders Rd.  
Northbrook, IL, 60062

Major Case  
Jury Trial Waived

**CIVIL ACTION COMPLAINT (1C - Contract)**

**NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the Claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PHILADELPHIA BAR ASSOCIATION  
Lawyer Referral Service  
1101 Market St., 11th Floor  
Philadelphia, PA 19107-2911  
Telephone: 215-238-6333  
Fax: 215-238-1159

**AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta ascantar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

ASOCIACION DE LICENCIADOS DE FILADELFIA  
Servicio De-Referencia E Informacion Legal  
1101 Market Street, 11th Floor  
Filadelfia, Pennsylvania 19107  
(215) 238-6333

MAJOR CASE  
JURY TRIAL WAIVED

LAW OFFICES OF JONATHAN WHEELER, P.C.  
BY: Anthony DiUlio, Esquire  
Attorney I.D. No.: 312763  
One Penn Center - Suite 1270  
1617 JFK Boulevard  
Philadelphia, PA 19103  
Phone: (215) 568-2900  
Email: [adiulio@jwheelerlaw.com](mailto:adiulio@jwheelerlaw.com)

Attorney for Plaintiff(s)

SHADANA DAVIS  
1044 E Sedgwick St,  
Philadelphia, PA, 19150

COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY

vs.

DOCKET NO.

ALLSTATE PROPERTY AND CASUALTY  
INSURANCE COMPANY  
2775 Sanders Rd.  
Northbrook, IL, 60062

Major Case  
Jury Trial Waived

**CIVIL ACTION COMPLAINT (1C - Contract)**

1. Plaintiff, Shadana Davis, is an adult individual residing at the address set forth above.
2. Defendant, Allstate Property and Casualty Insurance Company, is a corporation duly organized and existing which is authorized to conduct business as an insurance company within the Commonwealth of Pennsylvania and maintains a place of business for that purpose at the address set forth above and issues policies of insurance within the City and County of Philadelphia.
3. Defendant, in its regular course of business issued to Plaintiff a policy of insurance ("the Policy") covering Plaintiff's property located at 1044 E Sedgwick St Philadelphia,



PA 19150 ("the Property"). A true and correct copy of the declarations page of said policy is attached hereto and incorporated herein as Exhibit "A".

4. On or about 5/2/2017, while the Policy was in full force and effect, Plaintiff suffered direct physical loss and damage to the insured Property believed to be the result of a peril insured against under the Policy, resulting in damage to the insured premises and those areas and to the extent set forth in the preliminary estimate of loss, a true and correct copy of which is attached hereto and made part hereof and marked Exhibit "B".

5. Notice of this covered loss was given to Defendant in a prompt and timely manner and Plaintiff, at all relevant times, fully complied with all of the terms and conditions required by the Policy.

6. Defendant, despite demand for benefits under the Policy, has refused, without legal justification or cause, and continues to refuse, to pay to Plaintiff monies owed for the damages suffered as a result of the Loss.

7. Solely as a result of Defendant's failure and refusal to pay benefits to Plaintiff as required under the Policy, Plaintiff has suffered loss and damage in an amount in excess of \$50,000.00.

**COUNT I**  
**In Assumpsit - Breach of Contract**

8. Plaintiff incorporates by reference the facts and allegations contained in the foregoing paragraphs as though fully set forth hereinafter at length.

9. Defendant is obligated by the terms of the contract to indemnify Plaintiff's loss.

10. Despite submission of reasonable proof and demand for full and complete payment with respect to Plaintiff's Loss, Defendant has not paid to Plaintiff all of the policy



benefits to which they are entitled under the Policy and has refused to provide funds sufficient to bring Plaintiffs' home to pre-loss condition.

11. Defendant's denial of coverage was made without a reasonable basis in fact.

12. Defendant's refusal to indemnify Plaintiff's loss constitutes a breach of the insurance contract.

WHEREFORE, Plaintiffs demand judgment against Defendant in an amount in excess of \$50,000.00, together with interest and court costs.

**COUNT II**  
**In Trespass - 42 Pa.C.S.A. §8371**

13. Plaintiff incorporates by reference the facts and allegations contained in the foregoing paragraphs as though fully set forth hereinafter at length.

14. Defendant has engaged in bad faith conduct toward Plaintiff with respect to its adjustment of Plaintiff's covered Loss, in violation of 42 Pa.C.S.A. §8371 et seq.

15. In furtherance of its bad faith and wrongful denial and refusal to pay benefits for Plaintiff's covered Loss, Defendant, acting by and through its duly authorized agents, servants, workmen or employees has engaged in the following conduct:

a. by sending correspondence falsely representing that Plaintiff's loss caused by a peril insured against under the Policy was not entitled to benefits due and owing under the Policy;

b. in failing to complete a prompt and thorough investigation of Plaintiff's claim before representing that such claim is not covered under the Policy;

c. in failing to pay Plaintiff's covered loss in a prompt and timely manner;

d. in failing to objectively and fairly evaluate Plaintiff's claim;

- e. in conducting an unfair and unreasonable investigation of Plaintiff's claim;
- f. in asserting Policy defenses without a reasonable basis in fact;
- g. in flatly misrepresenting pertinent facts or policy provisions relating to coverages at issue and placing unduly restrictive interpretations on the Policy and/or claim forms;
- h. in failing to keep Plaintiff or their representatives fairly and adequately advised as to the status of the claim;
- i. in unreasonably valuing the loss and failing to fairly negotiate the amount of the loss with Plaintiff or their representatives;
- j. in failing to promptly provide a reasonable factual explanation of the basis for the denial of Plaintiff's claim;
- k. in unreasonably withholding policy benefits;
- l. in acting unreasonably and unfairly in response to Plaintiff's claim;
- m. in unnecessarily and unreasonably compelling Plaintiff to institute this lawsuit to obtain policy benefits for a covered loss, that Defendant should have paid promptly and without the necessity of litigation.

16. For the reasons set forth above, Defendant has acted in bad faith in violation of 42 Pa.C.S.A. §8371, for which Defendant is liable for statutory damages including interest from the date the claim was made in an amount equal to the prime rate of interest plus three percent, court costs, attorneys' fees, punitive damages, and such other compensatory and/or consequential damages as are permitted by law.

**WHEREFORE**, Plaintiff demands judgment against Defendant in an amount in excess of \$50,000.00, together with interest, court costs, counsel fees and damages for delay.

LAW OFFICES OF JONATHAN WHEELER, P.C.

BY: /s/ Anthony DiUlio  
ANTHONY DIULIO, ESQUIRE  
Attorney for Plaintiff(s)

Date: March 26, 2018

**VERIFICATION**

I, Anthony DiUlio, counsel for Plaintiff, verify that the statements contained in the foregoing document are true and correct to the best of my knowledge, information and belief, and are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

LAW OFFICES OF JONATHAN WHEELER, P.C.

BY: /s/ Anthony DiUlio  
ANTHONY DIULIO, ESQUIRE  
Attorney for Plaintiff(s)

Date: March 26, 2018

## **EXHIBIT “A”**

## Renewal Standard Homeowners Policy Declarations

Your policy effective date is July 4, 2016



Page 1 of 4

### Total Premium for the Premium Period (Your bill will be mailed separately)

Premium for property insured	\$1,906.91
<b>Total</b>	<b>\$1,906.91</b>

*If you do not pay in full, you will be charged an installment fee(s). Refer to your bill for installment fee information.*

### Discount (Included in your total premium)

Protective Device	4%
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### Location of property insured

1044 E Sedgwick St, Philadelphia, PA 19150-3021

### Rating Information\*

Please review and verify the information regarding your insured property. Please refer to the Important Notice (X67831-1) for additional coverage information. Contact us if you have any changes.

The dwelling is of brick construction and is occupied by 1 family

Your dwelling is 2 miles to the fire department

Roof type consists of Rolled Roofing/Single Ply

#### Dwelling Style:

Built in 1950; 1 family; 1134 sq. ft.; end row house - 1 story

#### Foundation:

100% Basement (100% finished)

#### Attached structure:

Open porch, 100 sq. ft.

#### Interior details:

One basic kitchen

Three basic full baths

#### Exterior wall type:

100% solid brick

#### Interior wall partition:

100% drywall

#### Heating and cooling:

Gas heating, 100%

#### Additional details:

Information as of May 19, 2016

### Summary

Named Insured(s)

**Shadana Davis**

Mailing address

**1044 E Sedgwick St  
Philadelphia PA 19150-3021**

Policy number

**928 027 739**

Your policy provided by  
**Allstate Property and Casualty  
Insurance Company**

Policy period

Begins on **July 4, 2016** at 12:01 A.M.  
standard time, with no fixed date of  
expiration

Premium period

Beginning **July 4, 2016** through **July 4,  
2017** at 12:01 A.M. standard time

Your Allstate agency is

**The Holmes Agency**  
536 N Trooper Rd 2  
East Norriton PA 19403  
(484) 831-5244  
LeeHolmesJr@allstate.com

Some or all of the information on your Policy Declarations is used in the rating of your policy or it could affect your eligibility for certain coverages. Please notify us immediately if you believe that any information on your Policy Declarations is incorrect. We will make corrections once you have notified us, and any resulting rate adjustments, will be made only for the current policy period or for future policy periods. Please also notify us immediately if you believe any coverages are not listed or are inaccurately listed.

(continued)

PA070R9D



Renewal Standard Homeowners Policy Declarations  
 Policy number: **928 027 739**  
 Policy effective date: July 4, 2016  
 Your Allstate agency is The Holmes Agency  
 (484) 831-5244

Page 2 of 4

**Rating Information\* (continued)**

Interior wall height - less than 10 ft,  
 100%

**Fire protection details:**

Fire department subscription - no 250 ft. to fire hydrant  
 2 miles to fire department

**Roof surface material type:**

Composition

• 100% single ply rolled roofing

*\*This is a partial list of property details. If the interior of your property includes custom construction, finishes, buildup, specialties or systems, please contact your Allstate representative for a complete description of additional property details.*

**Mortgagee**

NATIONSTAR MORTGAGE LLC ITS SUCCESSORS &/OR ASSIGNS  
 P O Box 7729, Springfield, OH 45501-7729  
 Loan number: 0602061723

**Additional Interested Party**

None

**Coverage detail** for the property insured

Coverage	Limits of Liability	Applicable Deductible(s)
Dwelling Protection - without Building Structure Reimbursement Extended Limits	\$257,816	• \$500 All peril
Other Structures Protection	\$25,782	• \$500 All peril
Personal Property Protection - Reimbursement Provision	\$154,690	• \$500 All peril
Additional Living Expense	Up to 12 months not to exceed \$25,782	
Family Liability Protection	\$300,000 each occurrence	
Guest Medical Protection	\$2,500 each person	
Building Codes	Not purchased*	
Business Pursuits	Not purchased*	
Electronic Data Processing Equipment	Not purchased*	
Extended Coverage on Cameras	Not purchased*	

(continued)

Q65 070 037  
 1605191300683  
 T100000173006830637 A000160519003833000326002006002800 PA0708ED



## Renewal Standard Homeowners Policy Declarations

Policy number: **928 027 739**  
 Policy effective date: July 4, 2016  
 Your Allstate agency is The Holmes Agency  
 (484) 831-5244



Page 3 of 4

<b>Coverage</b>	<b>Limits of Liability</b>	<b>Applicable Deductible(s)</b>
Extended Coverage on Jewelry, Watches and Furs	Not purchased*	
Extended Coverage on Musical Instruments	Not purchased*	
Extended Coverage on Sports Equipment	Not purchased*	
Fire Department Charges	Not purchased*	
Home Day Care	Not purchased*	
Identity Theft Expenses	\$25,000 per premium period	
Incidental Office, Private School Or Studio	Not purchased*	
Increased Coverage on Money	Not purchased*	
Increased Coverage on Securities	Not purchased*	
Increased Silverware Theft Limit	Not purchased*	
Loss Assessments	Not purchased*	
Satellite Dish Antennas	Not purchased*	

*\* This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your agent to discuss available coverage options and other products and services that can help protect you.*

### Scheduled Personal Property Coverage

*Your policy does not include Scheduled Personal Property Coverage. This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your agent to discuss available coverage options and other products and services that can help protect you.*

### Your policy documents

Your Homeowners policy consists of the Policy Declarations and the following documents. Please keep them together.

- Standard Homeowners Policy - APC516
- Pennsylvania Standard Homeowners Policy And Standard Select Homeowners Policy Amendatory Endorsement - AP4795
- Identity Theft Expenses-Coverage IT- AP3311
- Limited Water Damage Endorsement - AP1147
- Pennsylvania Oil Storage Tank(s) Buy-Back Endorsement - AP288-1

PA07080



Renewal Standard Homeowners Policy Declarations

Page 4 of 4

Policy number: **928 027 739**  
Policy effective date: July 4, 2016  
Your Allstate agency is The Holmes Agency  
(484) 831-5244

### Important payment and coverage information

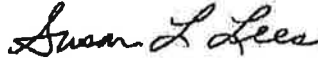
Here is some additional, helpful information related to your coverage and paying your bill:

- ▶ Coverage A - Dwelling Protection Limit includes an approximate increase of \$2,947 due to the Property Insurance Adjustment provision. Coverage B - Other Structures Protection and Coverage C - Personal Property Protection adjusted accordingly.
- ▶ Do not pay, Mortgagee has been billed.

Allstate Property and Casualty Insurance Company's Secretary and President have signed this policy with legal authority at Northbrook, Illinois.



Steven P. Sorenson  
President



Susan L. Lees  
Secretary

065070 037  
160519T300683  
T100000T300683065P A000016051905833000326003006002800  
PAC70RBD

## **EXHIBIT “B”**

600 W. Germantown Pike  
Suite 400  
Plymouth Meeting, PA 19428

**Insured:** Shadana Davis  
**Property:** 1044 E. Sedgwick Ave  
Philadelphia, PA 19050

**Estimator: Dave Burno**

**Claim Number:**                      **Policy Number:**                      **Type of Loss: Vehicle**

Date of Loss: 7/22/2017 Date Received: 10/12/2017  
Date Inspected: Date Entered: 10/12/2017

Price List: PAPH8X\_OCT17  
Restoration/Service/Remodel  
Estimate: DAVISSHADANA

**David Burno Public Adjuster LLC**

600 W. Germantown Pike  
Suite 400  
Plymouth Meeting, PA 19428

**DAVISSHADANA****Main Level****Right Rear Bedroom****Height: 8'****Subroom: Closet (1)****Height: 8'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Bifold door set - (4 slabs only) - Double Detach & reset	1.00 EA @	33.61 =	33.61
2. Interior door - Detach & reset - slab only	1.00 EA @	16.93 =	16.93
3. R&R 110 volt copper wiring run and box - rough in only	1.00 EA @	54.47 =	54.47
4. Batt insulation - 10" - R30 - paper faced	108.55 SF @	1.44 =	156.31
5. 1/2" drywall - hung, taped, floated, ready for paint	220.55 SF @	1.67 =	368.32
6. Window trim set (casing & stop) - stain grade	12.00 LF @	4.21 =	50.52
7. Baseboard - 3 1/4"	14.00 LF @	2.61 =	36.54
8. Mask and prep for paint - plastic, paper, tape (per LF)	56.12 LF @	1.07 =	60.05
9. Seal/prime then paint the walls and ceiling twice (3 coats)	557.47 SF @	1.02 =	568.62
10. Seal & paint baseboard - three coats	56.12 LF @	1.65 =	92.60
11. Stain & finish door/window trim & jamb (per side)	3.00 EA @	31.45 =	94.35
12. Pre-finished solid wood flooring	108.55 SF @	8.37 =	908.56
13. Quarter round - for wood flooring	56.12 LF @	3.61 =	202.59
14. Seal & paint base shoe or quarter round	56.12 LF @	0.63 =	35.36
15. R&R Heat/AC register - Mechanically attached	1.00 EA @	23.29 =	23.29
16. Ceiling fan & light	1.00 EA @	321.04 =	321.04

**Left Rear Bedroom****Height: 8'****Subroom: Closet (1)****Height: 8'****Missing Wall****4' 11" X 8'****Opens into LEFT\_REAR\_BE**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
17. Interior door - Detach & reset - slab only	1.00 EA @	16.93 =	16.93
18. R&R 110 volt copper wiring run and box - rough in only	1.00 EA @	54.47 =	54.47
19. Batt insulation - 10" - R30 - paper faced	138.97 SF @	1.44 =	200.12
20. 1/2" drywall - hung, taped, floated, ready for paint	424.31 SF @	1.67 =	708.60
21. Window trim set (casing & stop) - stain grade	12.00 LF @	4.21 =	50.52
22. Baseboard - 3 1/4"	49.55 LF @	2.61 =	129.33
23. Mask and prep for paint - plastic, paper, tape (per LF)	49.55 LF @	1.07 =	53.02
24. Seal/prime then paint the walls and ceiling twice (3 coats)	535.39 SF @	1.02 =	546.10
25. Seal & paint baseboard - three coats	49.55 LF @	1.65 =	81.76
26. Stain & finish door/window trim & jamb (per side)	3.00 EA @	31.45 =	94.35
27. Pre-finished solid wood flooring	138.97 SF @	8.37 =	1,163.18
28. Quarter round - for wood flooring	49.55 LF @	3.61 =	178.88
29. Seal & paint base shoe or quarter round	49.55 LF @	0.63 =	31.22

DAVISSHADANA

10/31/2017

Page: 2

**David Burno Public Adjuster LLC**

600 W. Germantown Pike  
Suite 400  
Plymouth Meeting, PA 19428

**CONTINUED - Left Rear Bedroom**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
30. R&R Heat/AC register - Mechanically attached	1.00 EA @	23.29 =	23.29
31. Ceiling fan & light	1.00 EA @	321.04 =	321.04

Hallway Height: 8'

Missing Wall 3' X 8' Opens into DINING\_ROOM

DESCRIPTION	QTY	UNIT PRICE	TOTAL
32. Contents - move out then reset - Small room	1.00 EA @	38.43 =	38.43
33. Baseboard - 3 1/4" stain grade	4.00 LF @	3.26 =	13.04
34. Quarter round - for wood flooring	4.00 LF @	3.61 =	14.44
35. Stain & finish baseboard	4.00 LF @	1.19 =	4.76
36. Stain & finish base shoe or quarter round	4.00 LF @	0.98 =	3.92
37. Mask and prep for paint - plastic, paper, tape (per LF)	50.41 LF @	1.07 =	53.94
38. Seal/prime then paint the walls (2 coats)	403.29 SF @	0.74 =	298.43

Kitchen Height: 8'

Missing Wall - Goes to Floor 6' X 6' 8" Opens into DINING\_ROOM

DESCRIPTION	QTY	UNIT PRICE	TOTAL
39. Mask and prep for paint - plastic, paper, tape (per LF)	46.50 LF @	1.07 =	49.76
40. Refrigerator - Remove & reset	1.00 EA @	37.04 =	37.04
41. Range - gas - Remove & reset	1.00 EA @	144.05 =	144.05
42. Seal/prime then paint the walls (2 coats)	332.02 SF @	0.74 =	245.69

Dining Room Height: 8'

Missing Wall 3' X 8' Opens into HALLWAY  
Missing Wall 8' 7" X 8' Opens into LIVING\_ROOM  
Missing Wall - Goes to Floor 6' X 6' 8" Opens into KITCHEN

**David Burno Public Adjuster LLC**

600 W. Germantown Pike  
Suite 400  
Plymouth Meeting, PA 19428

DESCRIPTION	QTY	UNIT PRICE	TOTAL
43. Contents - move out then reset	1.00 EA @	51.19 =	51.19
44. Mask and prep for paint - plastic, paper, tape (per LF)	28.58 LF @	1.07 =	30.58
45. Seal/prime then paint the walls (2 coats)	188.67 SF @	0.74 =	139.62

**Living Room****Height: 8'****Missing Wall****8' 7" X 8'****Opens into DINING\_ROOM**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
46. Contents - move out then reset - Large room	1.00 EA @	76.79 =	76.79
47. Mask and prep for paint - plastic, paper, tape (per LF)	57.92 LF @	1.07 =	61.97
48. Seal/prime then paint the walls (2 coats)	463.35 SF @	0.74 =	342.88

**Lower Level****Lower Level**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
49. R&R Breaker panel - 150 amp w/arc fault breakers	1.00 EA @	1,831.61 =	1,831.61
50. R&R Meter mast weatherhead for overhead power - 2"	1.00 EA @	376.11 =	376.11
51. R&R Meter base and main disconnect 150 - 200 amp	1.00 EA @	549.41 =	549.41
52. R&R Trunk cable - aluminum - 4 wire 2/0	30.00 LF @	11.09 =	332.70
53. Megohmmeter check electrical circuits - average residence	1.00 EA @	824.88 =	824.88
54. Clean ductwork	1.00 EA @	525.00 =	525.00
55. Furnace - heavy clean, replace filters and service - w/ AC	1.00 EA @	332.08 =	332.08

**Bedroom****Height: 7'**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
56. Interior door - Detach & reset - slab only	2.00 EA @	16.93 =	33.86
57. R&R Recessed light fixture	6.00 EA @	129.84 =	779.04
58. 1/2" drywall - hung, taped, floated, ready for paint	329.75 SF @	1.67 =	550.68
59. Casing - 2 1/4" stain grade	34.00 LF @	2.25 =	76.50
60. Baseboard - 3 1/4" stain grade	58.76 LF @	3.26 =	191.56
61. Mask and prep for paint - plastic, paper, tape (per LF)	58.76 LF @	1.07 =	62.87
62. Seal/prime then paint the walls and ceiling twice (3 coats)	606.32 SF @	1.02 =	618.45
63. Stain & finish baseboard	58.76 LF @	1.19 =	69.92

DAVISSHADANA

10/31/2017

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**David Burno Public Adjuster LLC**

600 W. Germantown Pike  
Suite 400  
Plymouth Meeting, PA 19428

**CONTINUED - Bedroom**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
64. Stain & finish door/window trim & jamb (per side)	2.00 EA @	31.45 =	62.90
65. Vapor barrier - visqueen - 6mil	195.00 SF @	0.27 =	52.65
66. Laminate - simulated wood flooring	195.00 SF @	5.64 =	1,099.80
67. Quarter round - for wood flooring	58.76 LF @	3.61 =	212.12

**Hallway**

Height: 7'

**Subroom: Recreation Room (1)**

Height: 7'

**Missing Wall**

9' 6" X 7'

Opens into HALLWAY

DESCRIPTION	QTY	UNIT PRICE	TOTAL
68. Contents - move out then reset - Extra large room	1.00 EA @	153.59 =	153.59
69. Bifold door set - (4 slabs only) - Double Detach & reset	3.00 EA @	33.61 =	100.83
70. Interior door - Detach & reset - slab only	1.00 EA @	16.93 =	16.93
71. R&R Recessed light fixture	1.00 EA @	129.84 =	129.84
72. 1/2" drywall - hung, taped, floated, ready for paint	25.97 SF @	1.67 =	43.37
73. Texture drywall - smooth / skim coat	21.83 SF @	0.89 =	19.43
74. Mask and prep for paint - plastic, paper, tape (per LF)	91.76 LF @	1.07 =	98.18
75. Seal/prime then paint the walls and ceiling twice (3 coats)	826.54 SF @	1.02 =	843.07
76. Stain & finish baseboard	91.76 LF @	1.19 =	109.19
77. Remove Vapor barrier - visqueen - 6mil	145.50 SF @	0.08 =	11.64
78. Stain & finish door/window trim & jamb (per side)	3.00 EA @	31.45 =	94.35
79. Stain & finish door/window trim & jamb - Large (per side)	3.00 EA @	36.68 =	110.04
80. Laminate - simulated wood flooring	145.50 SF @	5.64 =	820.62
81. Vapor barrier - visqueen - 6mil	184.22 SF @	0.27 =	49.74
82. Laminate - simulated wood flooring	184.22 SF @	5.64 =	1,039.00
83. Quarter round - for wood flooring	91.76 LF @	3.61 =	331.25

**Roof****Roof Flat**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
84. R&R Drip edge	25.00 LF @	2.34 =	58.50
DAVISSHADANA		10/31/2017	Page: 5

**David Burno Public Adjuster LLC**

600 W. Germantown Pike  
Suite 400  
Plymouth Meeting, PA 19428

**CONTINUED - Roof Flat**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
85. Remove Modified bitumen roof	0.75 SQ @	46.08 =	34.56
86. R&R Bitumen roof - Add. glass felt layer - cold adhesive appl.	0.75 SQ @	88.10 =	66.08
87. Modified bitumen roof	1.00 SQ @	311.46 =	311.46
88. Aluminum coating - with fiber	954.76 SF @	0.67 =	639.69

**Left Shingled**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
89. Remove 3 tab - 25 yr. - composition shingle roofing - incl. felt	3.35 SQ @	52.37 =	175.44
90. Remove Additional charge for steep roof - 7/12 to 9/12 slope	3.35 SQ @	11.76 =	39.40
91. Material Only Sheathing - spaced 1" x 6"	10.00 SF @	1.58 =	15.80
92. Roofer - per hour - replace damage sheathing	1.00 HR @	125.02 =	125.02
93. R&R Drip edge	187.63 LF @	2.34 =	439.06
94. 3 tab - 25 yr. - composition shingle roofing - incl. felt	4.00 SQ @	221.21 =	884.84
95. Additional charge for steep roof - 7/12 to 9/12 slope	4.00 SQ @	40.80 =	163.20
96. Single axle dump truck - per load - including dump fees	1.00 EA @	320.78 =	320.78

**General**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
97. Haul debris - per pickup truck load - including dump fees	3.00 EA @	146.78 =	440.34
98. General Laborer - per hour - load debris, materials and site maintenance	16.00 HR @	37.53 =	600.48
99. General clean - up - post construction cleaning	16.00 HR @	32.47 =	519.52
100. Inspections, permits & fees	1.00 EA @	750.00 =	750.00

**David Burno Public Adjuster LLC**

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600 W. Germantown Pike  
 Suite 400  
 Plymouth Meeting, PA 19428

**Grand Total Areas:**

3,286.30 SF Walls	1,191.15 SF Ceiling	4,477.45 SF Walls and Ceiling
1,191.15 SF Floor	132.35 SY Flooring	427.60 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	439.60 LF Ceil. Perimeter
1,191.15 Floor Area	1,312.19 Total Area	3,286.30 Interior Wall Area
2,557.73 Exterior Wall Area	283.26 Exterior Perimeter of Walls	
1,289.71 Surface Area	12.90 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

**David Burno Public Adjuster LLC**

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600 W. Germantown Pike  
Suite 400  
Plymouth Meeting, PA 19428

**Summary for Dwelling**

Line Item Total	26,419.88
Overhead	2,642.00
Profit	2,906.26
Cleaning Total Tax	2,557.49
	<hr/>
Replacement Cost Value	\$34,525.63
Net Claim	\$34,525.63
	<hr/> <hr/>

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Dave Burno

**David Burno Public Adjuster LLC**

600 W. Germantown Pike  
 Suite 400  
 Plymouth Meeting, PA 19428

**Recap by Room****Estimate: DAVISHADANA****Area: Main Level**

Right Rear Bedroom	3,023.16	11.44%
Left Rear Bedroom	3,652.81	13.83%
Hallway	426.96	1.62%
Kitchen	476.54	1.80%
Dining Room	221.39	0.84%
Living Room	481.64	1.82%

<b>Area Subtotal: Main Level</b>	<b>8,282.50</b>	<b>31.35%</b>
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**Area: Lower Level**

Bedroom	4,771.79	18.06%
Hallway	3,810.35	14.42%
	3,971.07	15.03%

<b>Area Subtotal: Lower Level</b>	<b>12,553.21</b>	<b>47.51%</b>
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**Area: Roof**

Roof Flat	1,110.29	4.20%
Left Shingled	2,163.54	8.19%

<b>Area Subtotal: Roof</b>	<b>3,273.83</b>	<b>12.39%</b>
<b>General</b>	<b>2,310.34</b>	<b>8.74%</b>

<b>Subtotal of Areas</b>	<b>26,419.88</b>	<b>100.00%</b>
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<b>Total</b>	<b>26,419.88</b>	<b>100.00%</b>
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**David Burno Public Adjuster LLC**

600 W. Germantown Pike  
 Suite 400  
 Plymouth Meeting, PA 19428

**Recap by Category**

<b>O&amp;P Items</b>	<b>Total</b>	<b>%</b>
APPLIANCES	181.09	0.52%
CLEANING	1,044.52	3.03%
CONTENT MANIPULATION	320.00	0.93%
GENERAL DEMOLITION	1,453.73	4.21%
DOORS	219.09	0.63%
DRYWALL	1,690.40	4.90%
ELECTRICAL	3,726.85	10.79%
FLOOR COVERING - WOOD	6,072.83	17.59%
PERMITS AND FEES	750.00	2.17%
FINISH CARPENTRY / TRIMWORK	548.01	1.59%
HEAT, VENT & AIR CONDITIONING	374.46	1.08%
INSULATION	356.43	1.03%
LABOR ONLY	600.48	1.74%
LIGHT FIXTURES	1,485.37	4.30%
PAINTING	4,957.95	14.36%
ROOFING	2,638.67	7.64%
O&P Items Subtotal	26,419.88	76.52%
Overhead	2,642.00	7.65%
Profit	2,906.26	8.42%
Cleaning Total Tax	2,557.49	7.41%
<b>Total</b>	<b>34,525.63</b>	<b>100.00%</b>

**CPR Restoration & Cleaning Services, LLC**

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8421 Hegerman Street  
Philadelphia, PA 19136  
(888) 277-5117  
(215) 333-5118 f  
EIN # 16-1642705

Client: Davis, Shadana  
Property: 1044 E. Sedgwick Street  
Philadelphia, PA 19150

Operator: SMULLE1

Estimator: John Fickenscher  
Position: Estimator  
Company: CPR Restoration & Cleaning Services, LLC  
Business: 8421 Hegerman Street  
Philadelphia, PA 19136

Business: (215) 333-5117

Type of Estimate: Water Damage  
Date Entered: 5/8/2017 Date Assigned:

Price List: PAPH8X\_MAY17  
Labor Efficiency: Restoration/Service/Remodel  
Estimate: 17-0287

Enclosed is an estimate for mitigation services at the above noted address. Please review this information and feel free to contact our Account Management Team at 888-277-5117 with any questions on this estimate.

Agreed services are performed based on the signed work authorization from the policy holder, authorizing the insurance company to issue direct payment to CPR Restoration for any services provided. A copy of this authorization will be forwarded under separate cover.

Payment for our services should be sent to:  
CPR Restoration & Cleaning Services, LLC  
8421 Hegerman St  
Philadelphia, PA 19136

We appreciate your consideration of the attached, and are available at any time for questions or to schedule this or any other services.

Regards,

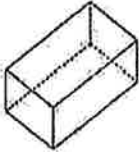
CPR Restoration Estimating Team



**CPR Restoration & Cleaning Services, LLC**

8421 Hegerman Street  
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 EIN # 16-1642705

17-0287

**Bedroom 1****LxWxH 12' 7" x 10' x 8'**

361.33 SF Walls	125.83 SF Ceiling
487.17 SF Walls & Ceiling	125.83 SF Floor
13.98 SY Flooring	45.17 LF Floor Perimeter
100.67 SF Long Wall	80.00 SF Short Wall
45.17 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Water extract from carpeted floor - Cat 3 wtr- aft bus hrs	125.83 SF	0.00	1.64	16.51	222.87
2. Tear out wet non-salv. opt, cut/bag- Cat 3 wtr-aft bus. hrs	125.83 SF	0.90	0.00	9.06	122.31
3. Tear out wet carpet pad, cut/bag - Cat 3 wtr - aft.bus.hrs	125.83 SF	0.86	0.00	8.66	116.87
4. Tear out tackless strip and bag for disp - Cat 3 - aft hrs	45.17 LF	1.28	0.00	4.63	62.45
5. Remove Ceiling fan without light	1.00 EA	15.78	0.00	1.26	17.04
6. Tear out wet drywall, cleanup, bag - Cat 3 - after hours	333.83 SF	1.45	0.00	38.72	522.77
7. Tear out baseboard and bag for disp. - up to Cat 3 aft hrs	32.00 LF	0.97	0.00	2.48	33.52
8. Tear out trim and bag for disposal - up to Cat 3 - aft hrs	42.00 LF	0.97	0.00	3.26	44.00
9. Tear out and bag wet insulation - after hours	120.00 SF	0.86	0.00	8.26	111.46
10. Remove Rigid foam insulation board - 1"	184.00 SF	0.25	0.00	3.68	49.68
11. HEPA Vacuuming - Detailed - (PER SF)	125.83 SF	0.00	0.50	5.03	67.95
12. Protect contents - Cover with plastic	100.00 SF	0.00	0.38	3.04	41.04
13. Content Manipulation charge - per hour - after hours	5.00 HR	0.00	52.59	21.04	283.99
14. Apply anti-microbial agent to more than the ceiling - after hours	333.83 SF	0.00	0.29	7.74	104.55
15. Cleaning - Remediation Technician - per hour	1.00 HR	0.00	43.05	3.44	46.49
<b>*Post demo cleanup</b>					
Totals: Bedroom 1				136.81	1,846.99

17-0287

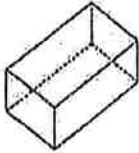
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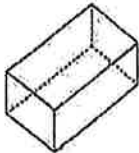
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**CPR Restoration & Cleaning Services, LLC**

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 EIN # 16-1642705

**Bedroom 2****LxWxH 9' 2" x 8' 11" x 8'**

289.33 SF Walls	81.74 SF Ceiling
371.07 SF Walls & Ceiling	81.74 SF Floor
9.08 SY Flooring	36.17 LF Floor Perimeter
73.33 SF Long Wall	71.33 SF Short Wall
36.17 LF Ceil. Perimeter	

**Subroom 1: Offset****LxWxH 5' 1" x 3' 6" x 8'**

137.33 SF Walls	17.79 SF Ceiling
155.13 SF Walls & Ceiling	17.79 SF Floor
1.98 SY Flooring	17.17 LF Floor Perimeter
40.67 SF Long Wall	28.00 SF Short Wall
17.17 LF Ceil. Perimeter	

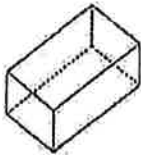
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
16. Water extract from carpeted floor - Cat 3 wtr- aft bus hrs	99.53 SF	0.00	1.64	13.06	176.29
17. Tear out wet non-salv. cpt, cut/bag- Cat 3 wtr-aft bus. hrs	99.53 SF	0.90	0.00	7.17	96.75
18. Tear out wet carpet pad, cut/bag - Cat 3 wtr - aft.bus.hrs	99.53 SF	0.86	0.00	6.85	92.45
19. Tear out tackless strip and bag for disp - Cat 3 - aft hrs	53.33 LF	1.28	0.00	5.46	73.72
20. Remove Ceiling fan without light	1.00 EA	15.78	0.00	1.26	17.04
21. Tear out wet drywall, cleanup, bag - Cat 3 - after hours	283.53 SF	1.45	0.00	32.89	444.01
22. Tear out baseboard and bag for disp. - up to Cat 3 aft hrs	25.00 LF	0.97	0.00	1.94	26.19
23. Tear out trim and bag for disposal - up to Cat 3 - aft hrs	20.00 LF	0.97	0.00	1.55	20.95
24. Tear out and bag wet insulation - after hours	99.53 SF	0.86	0.00	6.85	92.45
25. Remove Rigid foam insulation board - 1"	72.00 SF	0.25	0.00	1.44	19.44
26. HEPA Vacuuming - Detailed - (PER SF)	99.53 SF	0.00	0.50	3.98	53.75
27. Protect contents - Cover with plastic	60.00 SF	0.00	0.38	1.82	24.62
28. Content Manipulation charge - per hour - after hours	5.00 HR	0.00	52.59	21.04	283.99
29. Apply anti-microbial agent to more than the ceiling - after hours	283.53 SF	0.00	0.29	6.58	88.80

**CPR Restoration & Cleaning Services, LLC**

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 EIN # 16-1642705

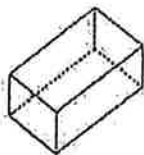
**CONTINUED - Bedroom 2**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
30. Cleaning - Remediation Technician - per hour	1.00 HR	0.00	43.05	3.44	46.49
<b>*Post demo cleanup</b>					
Totals: Bedroom 2				115.33	1,556.94

**Hallway****LxWxH 32' 1" x 3' x 8'**

561.33 SF Walls	96.25 SF Ceiling
657.58 SF Walls & Ceiling	96.25 SF Floor
10.69 SY Flooring	70.17 LF Floor Perimeter
256.67 SF Long Wall	24.00 SF Short Wall
70.17 LF Cell. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
31. Tear out baseboard and bag for disp. - up to Cat 3 aft hrs	3.00 LF	0.97	0.00	0.23	3.14
32. Protect - Cover with plastic - after hours	132.00 SF	0.00	0.31	3.27	44.19
Totals: Hallway				3.50	47.33

**Basement****LxWxH 19' 2" x 10' 2" x 7' 2"**

420.44 SF Walls	194.86 SF Ceiling
615.31 SF Walls & Ceiling	194.86 SF Floor
21.65 SY Flooring	58.67 LF Floor Perimeter
137.36 SF Long Wall	72.86 SF Short Wall
58.67 LF Cell. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
33. Water extract from hard surf flr - Cat 3 wtr - aft bus hrs	194.86 SF	0.00	1.08	16.84	227.29
34. Tear out wet drywall, cleanup, bag - Cat 3 - after hours	341.86 SF	1.45	0.00	39.66	535.36
35. Tear out baseboard and bag for disp. - up to Cat 3 aft hrs	16.00 LF	0.97	0.00	1.24	16.76
36. HEPA Vacuuming - Detailed - (PER SF)	194.86 SF	0.00	0.50	7.79	105.22

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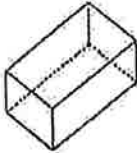
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**CPR Restoration & Cleaning Services, LLC**

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 EIN # 16-1642705

**CONTINUED - Basement**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
37. Protect contents - Cover with plastic	120.00 SF	0.00	0.38	3.65	49.25
38. Content Manipulation charge - per hour - after hours	5.00 HR	0.00	52.59	21.04	283.99
39. Apply anti-microbial agent to the ceiling - after hours	194.86 SF	0.00	0.29	4.52	61.03
40. Cleaning - Remediation Technician - per hour	1.00 HR	0.00	43.05	3.44	46.49
<b>*Post demo cleanup</b>					
Totals: Basement				98.18	1,325.39

**Basement Hallway****LxWxH 20' x 2' 10" x 7' 1"**

323.47 SF Walls	56.67 SF Ceiling
380.14 SF Walls & Ceiling	56.67 SF Floor
6.30 SY Flooring	45.67 LF Floor Perimeter
141.67 SF Long Wall	20.07 SF Short Wall
45.67 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
41. Tear out non-saly floating floor & bag- Cat 3 wtr-aft hrs	42.00 SF	2.91	0.00	9.78	132.00
42. Tear out baseboard and bag for disp. - up to Cat 3 aft hrs	23.00 LF	0.97	0.00	1.78	24.09
43. HHPA Vacuuming - Detailed - (PER SF)	56.67 SF	0.00	0.50	2.27	30.61
44. Content Manipulation charge - per hour - after hours	1.00 HR	0.00	52.59	4.21	56.80
45. Apply anti-microbial agent to the ceiling - after hours	56.67 SF	0.00	0.29	1.31	17.74
46. Cleaning - Remediation Technician - per hour	1.00 HR	0.00	43.05	3.44	46.49
<b>*Post demo cleanup</b>					
Totals: Basement Hallway				22.79	307.73

**Equipment**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
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5/8/2017

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**CPR Restoration & Cleaning Services, LLC**

8421 Hegerman Street  
 Philadelphia, PA 19136  
 (888) 277-5117  
 (215) 333-5118 f  
 EIN # 16-1642705

**CONTINUED - Equipment**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
47. Equipment setup, take down, and monitoring (hourly charge)	14.00 HR	0.00	43.05	48.22	650.92
<b>*Cost reflects one hour of equipment manipulation per piece of equipment used for standard 3 day dry process</b>					
48. Axial fan air mover - (per 24 hr period)-No monit.	30.00 EA	0.00	34.95	83.88	1,132.38
<b>*Quantity reflects 10 air movers for 3 days</b>					
49. Dehumidifier (per 24 hour period) - No monitoring	12.00 EA	0.00	101.25	97.20	1,312.20
<b>*Quantity reflects 4 dehumidifiers for 3 days</b>					
50. Equipment decontamination charge - per piece of equipment	14.00 EA	0.00	30.86	34.56	466.60
<b>*Equipment cleaning and restocking</b>					
<b>Totals: Equipment</b>				<b>263.86</b>	<b>3,562.10</b>

**General**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
51. Emergency service call - after business hours	1.00 EA	0.00	194.00	15.52	209.52
52. Cleaning & Remediation - Supervisory - per hr	6.67 HR	0.00	48.50	25.88	349.38
53. Water Extraction & Remediation Technician - per hour	11.67 HR	0.00	43.05	40.19	542.58
<b>*Scope reflects carrying all bagged debris to curbside or dumpster</b>					
54. Single axle dump truck - per load - including dump fees	1.00 EA	650.00	0.00	52.00	702.00
<b>*Includes separate trip for debris pick up/debris disposal</b>					
55. Plastic bag - used for disposal of contaminated items	140.00 EA	0.00	3.54	39.65	535.25
56. Add for personal protective equipment (hazardous cleanup)	5.00 EA	0.00	45.00	18.00	243.00
57. Provide box, packing paper & tape - large size	10.00 EA	0.00	4.42	3.54	47.74
<b>*Used to box up content items</b>					
58. Bubble Wrap - Add-on cost for fragile items	200.00 LF	0.00	0.19	3.04	41.04
<b>*Used to box up content items</b>					
59. Content Manipulation charge - per hour	5.00 HR	0.00	35.03	14.01	189.16

17-0287

5/8/2017

Page: 6

**CPR Restoration & Cleaning Services, LLC**

8421 Hegerman Street  
 Philadelphia, PA 19136  
 (888) 277-5117  
 (215) 333-5118 f  
 BBN # 16-1642705

**CONTINUED - General**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
*Line Item reflects the time to pack the boxes					
Totals: General				211.83	2,859.67
Line Item Totals: 17-0287				852.30	11,506.15

**Grand Total Areas:**

2,093.25 SF Walls	573.14 SF Ceiling	2,666.39 SF Walls and Ceiling
573.14 SF Floor	63.68 SY Flooring	273.00 LF Floor Perimeter
750.36 SF Long Wall	296.26 SF Short Wall	273.00 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
0.00 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

**CPR Restoration & Cleaning Services, LLC**

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BIN # 16-1642705

**Summary**

Line Item Total	10,653.85
Sales Tax	852.30
Replacement Cost Value	<u>\$11,506.15</u>
Net Claim	<u><u>\$11,506.15</u></u>

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John Fickenscher  
Estimator



**CPR Restoration & Cleaning Services, LLC**

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**Recap of Taxes**

	<b>Sales Tax (8%)</b>
<b>Line Items</b>	<b>852.30</b>
<b>Total</b>	<b>852.30</b>

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**Recap by Room****Estimate: 17-0287**

<b>Bedroom 1</b>	<b>1,710.18</b>	<b>16.05%</b>
<b>Bedroom 2</b>	<b>1,441.61</b>	<b>13.53%</b>
<b>Hallway</b>	<b>43.83</b>	<b>0.41%</b>
<b>Basement</b>	<b>1,227.21</b>	<b>11.52%</b>
<b>Basement Hallway</b>	<b>284.94</b>	<b>2.67%</b>
<b>Equipment</b>	<b>3,298.24</b>	<b>30.96%</b>
<b>General</b>	<b>2,647.84</b>	<b>24.85%</b>
<hr/>		
<b>Subtotal of Areas</b>	<b>10,653.85</b>	<b>100.00%</b>
<hr/>		
<b>Total</b>	<b>10,653.85</b>	<b>100.00%</b>

**CPR Restoration & Cleaning Services, LLC**

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 EIN # 16-1642705

**Recap by Category**

<b>Items</b>	<b>Total</b>	<b>%</b>
<b>CLEANING</b>	<b>172.20</b>	<b>1.50%</b>
<b>CONTENT MANIPULATION</b>	<b>1,122.99</b>	<b>9.76%</b>
<b>CONT: PACKING,HANDLNG,STORAGE</b>	<b>82.20</b>	<b>0.71%</b>
<b>GENERAL DEMOLITION</b>	<b>3,126.34</b>	<b>27.17%</b>
<b>WATER EXTRACTION &amp; REMEDIATION</b>	<b>6,150.12</b>	<b>53.45%</b>
<b>Subtotal</b>	<b>10,653.85</b>	<b>92.59%</b>
<b>Sales Tax</b>	<b>852.30</b>	<b>7.41%</b>
<b>Total</b>	<b>11,506.15</b>	<b>100.00%</b>

# **EXHIBIT B**

CURTIN & HEEFNER LLP  
By: Michael P. Maguire, Esquire  
Attorney I.D. No. 83028  
1040 Stony Hill Road  
Suite 150  
Yardley, PA 19067  
(215) 736-2521

Attorneys for Defendant  
Allstate Property and Casualty  
Insurance Company



SHADANA DAVIS

vs.

ALLSTATE PROPERTY AND CASUALTY  
INSURANCE COMPANY

COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY

MARCH TERM, 2018

NO. 02844

**PRAECIPE FOR WRIT TO  
JOIN INDISPENSABLE PLAINTIFF**

TO THE PROTHONOTARY:

Kindly issue a Writ to join Nationstar Mortgage LLC it's successors &/or assigns as an indispensable Plaintiff pursuant to Pennsylvania Rule of Civil Procedure 2227 (Compulsory Joinder) in the above-captioned matter.

CURTIN & HEEFNER LLP

By:

Michael P. Maguire, Esquire  
Attorneys for Defendant

Date: April 19, 2018

C.P. 88

WRIT TO JOIN ADDITIONAL PLAINTIFF

**Commonwealth of Pennsylvania**  
COUNTY OF PHILADELPHIA

COURT OF COMMON PLEAS

SHADANA DAVIS

vs.

MARCH

Term, 20<sup>18</sup>

ALLSTATE PROPERTY & CASUALTY INS. COMPANY

No. 02844

TO

NATIONSTAR MORTGAGE LLC ITS SUCCESSORS &/OR ASSIGNS  
PO BOX 7729  
SPRINGFIELD, OH 45501-7729

You are notified that

ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY

has

joined you as a necessary plaintiff in this action with you are required to defend.

JOSEPH H. EVERS  
*Prothonotary*

By \_\_\_\_\_



COURT OF COMMON PLEAS  
COUNTY OF PHILADELPHIA

MARCH Term, 20 18 No. 02844

SHADANA DAVIS

vs.

ALLSTATE PROPERTY &CASUALTY INS. COMI

WRIT TO JOIN ADDITIONAL PLAINTIFF

CURTIN & HEEFNER LLP  
By: Michael P. Maguire, Esquire  
Attorney I.D. No. 83028  
1040 Stony Hill Road  
Suite 150  
Yardley, PA 19067  
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Attorneys for Defendant  
Allstate Property and Casualty  
Insurance Company

SHADANA DAVIS

vs.

ALLSTATE PROPERTY AND CASUALTY  
INSURANCE COMPANY

COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY

MARCH TERM, 2018

NO. 02844

**CERTIFICATION OF SERVICE**

Michael P. Maguire, Esquire, counsel for Defendant, hereby certifies that a true and correct copy of Defendant Allstate Property and Casualty Insurance Company's Praecipe for Writ to Join Indispensable Plaintiff was electronically filed with the Court. Notice of this filing will be sent today to all parties via the Court's electronic filing system.

CURTIN & HEEFNER LLP

Date: April 19, 2018

By: \_\_\_\_\_

Michael P. Maguire, Esquire  
Attorney for Defendant